

FILED
Clerk
District Court

APR 21 2006

For The Northern Mariana Islands
By _____
(Deputy Clerk)

MARK B. HANSON, ESQ.
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Beach Road, Garapan
PMB 738 P.O. Box 10,000
Saipan, Mariana Islands 96950
Telephone: (670) 233-8600
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Attorney for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN MARIANA ISLANDS

LI YING HUA, LI ZHENG ZHE and XU JING JI,)

CASE NO. CV 05-0019

Plaintiffs,

vs.

DECLARATION OF
LI ZHENG ZHE

JUNG JIN CORPORATION, a CNMI corporation,
ASIA ENTERPRISES, INC., a CNMI corporation,
PARK HWA SUN and KIM HANG KWON,

DATE: 5/25/06
TIME: 8:30am

Defendants.

I, LI ZHENG ZHE, do hereby declare as follows:

1. I am competent to testify, and if called to testify, I would do so in accord herewith.
2. I am a plaintiff in the above-captioned case.
3. I was an employee of defendants from November 25, 2001 through April 25, 2005.
4. On about June 5, 2002, Defendant Park Hwa Sun and I executed the documents necessary to obtain my permanent transfer to the employment of defendants.
5. Sometime thereafter, in about December 2002 I believe, the CNMI Director of Labor approved the Employment Contract signed by Ms. Park Hwa Sun and myself in June 2002. A true and accurate copy of the Employment Contract I signed with Ms. Park Hwa Sun and Jung Jin Corporation is attached hereto as Exhibit "A."
6. My initial one-year contract was due to expire on December 12, 2003, one-year from

ORIGINAL

1 the date of the Director of Labor's approval.

2 7. On about December 8, 2003, the defendants renewed my Employment Contract with
3 Jung Jin Corp. for an additional one year term which expired on December 12, 2004. A true and
4 accurate copy of that Contract Renewal is attached hereto as Exhibit "B." My renewal for Jung Jin
5 was again signed by Defendant Park Hwa Sun on behalf of Jung Jin Corp. as its president, and the
6 contract was renewed under the same terms and conditions as my initial contract with the
7 Defendants.

8 8. On January 21, 2005, Defendant Park Hwa Sun (on behalf of Asia Enterprises, Inc.)
9 and I signed a conditional transfer document to affect my transfer from Jung Jin Corp. to Asia
10 Enterprises, Inc., I understood that it was another contract to work for Jung Jin as my record
11 employer, but I learned later that the defendants had changed my record employer to Asia
12 Enterprises, Inc. without telling me.

13 9. That same day, I also executed a new Employment Contract with Mr. Kim Hang
14 Kwon, although I still did not understand that I was transferring from Jung Jin Corp. The
15 Employment Contract was executed by Defendant Kim Hang Kwon on January 7, 2005.

16 10. The CNMI Director of Labor approved my conditional transfer to Asia Enterprises,
17 Inc. on January 24, 2005. A true and accurate copy of that conditional transfer document is attached
18 hereto as Exhibit "C."

19 11. The CNMI Director of Labor approved my new Employment Contract with Asia
20 Enterprises, Inc. on March 8, 2005. A true and accurate copy of that Employment Contract is
21 attached hereto as Exhibit "D."

22 12. Pursuant to my Employment Contracts with the defendants, defendants were required
23 to pay me \$3.05 per hour for each hour I worked and overtime in the amount of 1.5 times that
24 amount for all hours worked in excess of 40 hours in one week.

25 13. The Employment Contracts required that I be paid by check in bi-weekly intervals and
26
27

1 the most recent contract term was due to expire on January 24, 2006.

2 14. Beginning on November 25, 2001, and continuing through April 25, 2005, I worked
3 for defendants fifteen hours per day, seven days per week. During the entire period of my
4 employment with the defendants, I never missed a day of work.

5 15. Although my Employment Contract always stated that I was a "supervisor", during my
6 employment with defendants I worked mainly as an overall maintenance person and caretaker for the
7 business, including performing security services. On occasion I would act as a cashier if needed.
8 Basically, I performed whatever services the defendants required of me.

9 16. During my employment with the defendants, I worked at various poker rooms of
10 defendants in Saipan, CNMI, including: "Wonderful Poker" a/k/a "J Poker" in Susupe, Saipan,
11 "Daora Poker" located in Chalan Lau Lau, Saipan, and "JB Poker" and "Welcome Landry" in Chalan
12 Kanoa, Saipan, among the defendants other various establishments and poker rooms.

13 17. Throughout my employment with defendants, I received most of my instructions from
14 Mr. Kim Hang Kwon, although Ms. Park Hwa Sun and Mr. Kim Hang Kwon made it very clear that
15 they were both my bosses and that I should do whatever either of them said to me.

16 18. Ms. Park Hwa Sun is the person that initially informed me the salary I would receive
17 for my services, the hours I would work, and she was the one who paid me my salary each month.

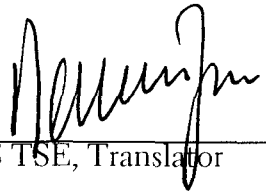
18 19. On a daily basis while I was working at the various poker rooms of defendants, Mr. Kim
19 Hang Kwon gave me instruction regarding job assignments while on duty at the various
20 establishments and poker rooms of the defendants. Mr. Kim directed my daily work.

21 20. For my services from November 25, 2001 through my eventual termination in April
22 2005, defendants paid me \$900.00 per month in cash. Starting in June 2002, the defendants started
23 deducting \$50.00 from my salary for a net cash payment of \$850.00. The defendants told me that
24 the \$50.00 deduction was for taxes, although they never provided me any tax forms showing the
25 deductions they made from my salary.
26
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CERTIFICATE OF TRANSLATION

I hereby certify that the forgoing declaration was translated by me from English into Mandarin Chinese for the Declarant and that Declarant acknowledged to me the she understood all of the Declaration so translated and that the above-Declaration is her sworn testimony as above-stated.

DATED: 3-28-2006


DENNIS TSE, Translator

EMPLOYMENT CONTRACT

This employment contract is entered into by and between JUNG JIN CORPORATION
of P.O. Box 503428, Saipan, MP 96950,
hereinafter referred to as the Employer, and LI, ZHENGZHE of
#5-4, Hongkwang-hyang, Domoon-si, Jilin-sung, hereinafter referred to as the Employee.
China

The Employer hereby employs the Employee and the Employee hereby accepts to be employed by the Employer to serve and perform the duties required of him/her in the job category provided below:

- A. **DUTIES AND RESPONSIBILITIES:** The parties hereto agree that the Employee shall be employed only in the job category of GENERAL SUPERVISOR and shall perform the following duties and responsibilities including training of resident workers:
- Supervising employees performing duties, such as plans and prepares work schedules and assigns employees to specific duties. Ensures compliances of employees with established security, sales and record keeping procedures and practices. May answer customer's complaints or inquires.
- B. **TERM:** The term of this Contract shall be for a period of ONE YEAR commencing upon the Employee's arrival in the Commonwealth of the Northern Mariana Islands ("CNMI") and ending on EXPIRATION OF PERMIT.
- C. **WORK DAYS AND HOURS:** The Employee's work days and hours shall be MONDAY to SUNDAY, from FLEXIBLE HOURS, for a total of NLT 40 hours per week.
- D. **COMPENSATION:** In consideration of the services to be performed by the employee, the Employer agrees to pay the Employee compensation in the amount of:
1. \$ 3.05 per hour and
 2. \$ x 150% per hour for overtime compensation payable by check in bi-weekly intervals.
 3. Other compensation (bonuses, commissions, etc.); specify amount and method of calculation:
- E. **DEDUCTIONS:** CNMI taxes and Social Security, if applicable, shall be withheld from the employee's salary each pay period. No other deductions from the Employee's compensation shall be made by the Employer unless specified herein and approved by the Chief of Labor or his authorized designee. Other deductions (set forth amount and purpose of deduction):
- F. **PRINCIPAL PLACE OF WORK:** The Employee's principal place of employment shall be on SAIPAN, CNMI. However, the employee may be required to perform his/her duties at the other senatorial districts within the CNMI depending on the nature of the Employer's business and upon the Employer's compliance with applicable labor policies and/or regulations.
- G. **TRANSPORTATION:** The Employer shall be responsible for the payment of the Employee's return airplane ticket to his/her point of hire at the expiration or termination of the Employment Contract, regardless of the nature of the termination.
- H. **INSURANCE/MEDICAL EXPENSES:** The Employer shall be responsible and liable for the medical insurance or payment of all medical expenses of the Employee, including the cost of referral and evacuation of medical treatment outside of the CNMI and, in the event of Employee's death, the cost of embalming and transportation of the Employee's corpse back to his point of origin.
- I. **NOTIFICATION OF NEXT-OF-KIN:** In the case of an emergency involving serious illness, accident or death of the Employee, the Employer shall immediately notify the Employee's next-of-kin whose name and address are as follows:

Joo, Chun-San
#5-4, Hongkwang-hyang,
Domoon-si, Jilin-sung, China

00098

J. BOARD, LODGING AND OTHERS:

The Employer shall ensure that the following facilities are provided:

1. ☐ Employer-provided housing at a charge of \$_____ per month.
- ☐ Employer-provided housing free of charge.
- ☒ Employee self-arranged housing.
(Attach statement or rental agreement.)
2. ☐ _____ (number) meals per day at a charge of \$_____ per month.
3. ☒ Employee to provide own food.
4. ☐ Free transportation to and from job site at employer designated pick-up points.
5. ☒ Employee to provide transportation to and from job site.
6. ☐ Allowance:
7. ☐ Others:

K. OTHER PROVISIONS: The following additional provisions apply to this Contract:
(Set forth or attach any work rules, living accommodation rules and standards for Employee conduct. Every page of every attachment must be signed by Employee and Employer.)

L. TERMINATION: This Contract may only be terminated for cause by either party by giving the other party 15 days advance written notice and only after an unsuccessful good faith attempt to settle any dispute has been made with the Chief of Labor or his designee.

1. In the event of termination for cause, the Employer shall pay the Employee's wages or salary for work or services performed or for work not performed when an employer refuses to allow the employee to continue working through the effective date of the termination and shall purchase a one-way ticket for the return of the Employee to his/her point of hire.
2. Termination for cause may include any of the following:
 - a. 3 unauthorized absences and/or 3 unauthorized tardiness to work by the Employee;
 - b. Neglect, careless performance, non-performance or non-completion of assigned work by the Employee;
 - c. Conviction in the CNMI of any felony or two or more misdemeanors;
 - d. Abandoning of job or assigned duty by the employee;
 - e. Incompetence or misrepresentation of the qualifications, skills, physical or mental fitness to satisfactorily perform the duties for which the Employee was hired;
 - f. Extreme cruelty or abuse, physical or otherwise;
 - g. Unreasonable delays in the payment of the employee's wages or salary;
 - h. A breach of any provision of this Contract and not corrected within ten (10) days;
 - i. Cessation of business activities or bankruptcy;
 - j. Others (specify):

SETTLEMENT OF DISPUTE:Grievance and Good Faith Settlement

All grievances or disputes under this employment contract shall be subject to the following grievance procedure:

1. The employee shall communicate to his/her supervisor, or if there is no supervisor, then directly to the employer, any and all grievances or disputes he/she may have regarding his/her employment;

If the supervisor is unable to resolve the matter immediately, the grievance or dispute shall be reduced to writing by the supervisor which shall state the section of the contract, law, or rules and regulations to have been violated. Management shall have five working days to resolve the grievance, dispute or state in writing his/her reasons why there is no violation.

If the grievance or dispute is not resolved in step 1 or 2 above, the employee may file a complaint with the Chief of Labor or his designee.

The employee and employer shall maintain the employment relationship during the pendency of any grievance or dispute unless the Chief of Labor, his authorized designee, or a hearing officer grant a temporary work authorization.

REMITTANCE/OTHER OBLIGATIONS: The Employee shall be responsible for remitting any money to his/her family and payment of any taxes as required by his/her government in his/her country of origin.

ENTIRE AGREEMENT: The foregoing terms and conditions constitute the sole, entire agreement of the parties herein and shall supersede any other agreement, either written, verbal, or otherwise.

IN WITNESS WHEREOF, the parties hereto affix their names on the date and place so specified.

DATE: 6-5-2002

Park Hwa Sun
Park, Hwa Sun/President
EMPLOYER

DATE: 6-5-2002

Li, Zhengzhe
EMPLOYEE

LI ZHENG ZHE

SAIPAN, COMMONWEALTH
OF THE NORTHERN MARIANA ISLANDS

ss: ACKNOWLEDGEMENT

On this 5th day of June, 2002, personally appeared before me PARK, HWA SUN and LI, ZHENGZHE, known to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first written above.

SEUNG-HEE CINDY YU
NOTARY PUBLIC
Commonwealth of the Northern Mariana Islands
Commission expires: Nov. 13, 2002

ss: ACKNOWLEDGEMENT



On this _____ day of _____, _____, personally appeared before me _____ and _____, known to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first written above.

NOTARY PUBLIC

DATE: _____

APPROVED BY: _____

CHIEF OF LABOR

00100

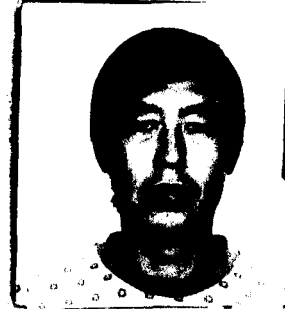
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
DEPARTMENT OF LABOR, IMMIGRATION AND EMPLOYMENT SERVICES

DIVISION OF LABOR

SAIPAN, NORTHERN MARIANA ISLANDS

APPLICATION FOR GARMENT RENEWAL OF
LABOR IDENTIFICATION CERTIFICATE NO. 132618

PHOTOGRAPH OF APPLICANT



BOND NO. RCIC 28694

BOND CO. PICI 20404

FOR OFFICIAL USE ONLY

Permit Number

Issued Date

Expiration Date

Chief of Labor

Commonwealth of the Northern Mariana Islands
Department of Labor and Immigration

ENTRY PERMIT

ZHENGZHE LI

Citizenship Gender Birthdate Island
CHN M 06.17/1965 SAIPAN

Employer: JUNG JIN CORPORATION
Occ: GENERAL SUPERVISOR
Class: 706K EXP TRANSFER
Issue Date 12/12/2002 Exp Date 12/12/2003

132618

☐ Approved☐ Disapproved

Date Entered: ____/____/____ By: ____

Employer: JUNG JIN CORPORATION dba

Mailing Address: P.O. Box 503428, Saipan, MP 96950 Business License No. 5182-1-1

Telephone No.: 235-8949/483-4321 hereby makes application to renew Nonresident Worker's Certificate and Entry Permit for employment for an additional term (not more than one year) of 12 (Twelve) months, commencing on 12/12/2003 and ending on 12/12/2004

☒ under the same terms and conditions of employment as those contained in the Employment Contract and Employer's Agreement for the aforesaid nonresident worker's certificate ☐ under terms and conditions of employment as amended (attach amended employment contract and Employer's Agreement).

Date: 12-08-2003

Park, Hwa Sun

Signature

President

Title

SUBSCRIBED AND SWORN to before me, a NOTARY PUBLIC, by PARK, HWA SUN day
of Dec. 20 03

SEUNG-HEE CINDY YU
NOTARY PUBLIC

Commonwealth of the Northern Mariana Islands

My Commission expires: Oct. 31, 2004

The employee named below declares under penalty of perjury that:

- He/She arrived in the Commonwealth on 1996
- He/She had been examined by a physician on 12/5/2003 pursuant to 3 CMC 4438 and that he/she ☒ does not have ☐ does have an infectious or communicable disease.
- He/She ☒ has never ☐ has been convicted of a felony or other crimes involving moral turpitude.
- He/She concurs with the application to renew his/her nonresident worker's certificate ☒ under the same terms and conditions as provided in the initial application ☐ under terms and conditions of employment as amended.
- His/Her Passport No. 143076649 issued by Jilin expires on 10/21/2006

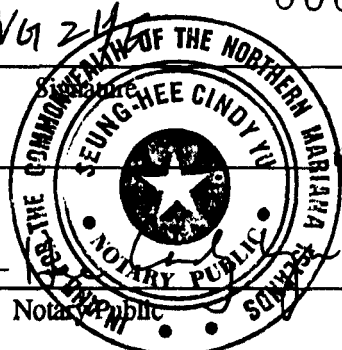
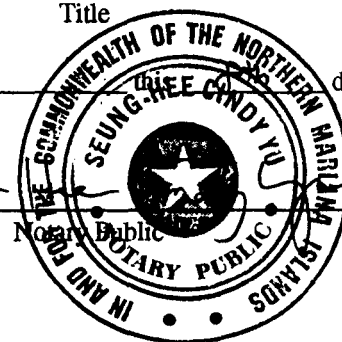
Date: 12-08-2003

SUBSCRIBED AND SWORN to before me, a NOTARY PUBLIC, by LI, ZHENGZHE
8th day of Dec. 20 03

SEUNG-HEE CINDY YU
NOTARY PUBLIC

Commonwealth of the Northern Mariana Islands

My Commission expires: Oct. 31, 2004



00076



Commonwealth of the Northern Mariana Islands

DIVISION OF LABOR

P.O. Box 10007, Saipan, MP 96950

DECLARATION OF ACCEPTING EMPLOYER

I, PARK, HWA SUN of ASIA ENTERPRISES INC., located in the CNMI,
 (NAME OF AUTHORIZED SIGNATORY) (CORPORATION/BUSINESS NAME)

declare under penalty of perjury that I knowingly and freely accept the transfer of
 employment of LI, ZHENGZHE of the CHINA, from
 (NAME OF EMPLOYEE) (COUNTRY OF ORIGIN)

JUNG JIN CORPORATION the Employer of Record. Furthermore, I hereby declare
 that I will assume all duties, responsibilities, obligations, etc., of an Employer of Non-resident
 Worker as required and provided under the Non-resident Workers Act, Minimum Wage and Hour
 Act and the CNMI Alien Labor Rules and Regulations, C.R. Vol. 10, No. 4 (April 15, 1988), et seq.
 Furthermore, I hereby declare that the above named transferee will be under my employment as a
GENERAL SUPERVISOR and that I will be responsible for the payment of all
 applicable fees to effectuate this Transfer and that I knowingly assume all liabilities.

Entry Permit No. 132018Surety Bond Co./No. 010-20173**CONDITIONAL GRANT OF TRANSFER**

The transfer of the employee LI, ZHENGZHE
 to ASIA ENTERPRISES INCORPORATED Accepting Employer
 is hereby **CONDITIONALLY GRANTED** as of this date pursuant to Section 3(b) of Public Law
 No. 11-6 and Section 5 (b) of P.L. 12-11, to perform services in the job category of
GENERAL SUPERVISOR

The Employee's Work Days and Hours shall be MONDAY to SUNDAY,
 from FLEXIBLE HOURS to , for a total of NET 40 hours per week. (1 day off)

Compensation: In consideration of the services to be performed by the Employee, the Employer
 agrees to pay the Employee compensation in the amount of:

1. \$ 3.05 per hour and
2. \$ x 1.5 per hour for overtime compensation payable by check
 in bi-weekly intervals.
3. Other compensation, specify amount and method of calculation.

All other contract provisions, obligations and restrictions including **termination** or
 employment shall be controlled by the terms and conditions of the attached employment contract
 signed by the employer and employee.

Both the Accepting Employer and the Employee understand this conditional transfer /
 accompanying application shall be **denied later** should the Accepting employer **fail to comply**
with all requirements of law, regulation and policy **within the standard time allowed** in order to
 obtain a Work/Entry Permit. Should the application be denied or should either the employee or
 Accepting Employer terminate the employment relationship, the Accepting Employer shall be
liable for/required to purchase a one-way ticket to the employee's original point of recruitment
 outside the Commonwealth and the employee shall depart on the next available flight.

If the application is denied by the Division, this conditional transfer will also expire the same day
 of denial issuance. However, if for any reason the application is neither approved nor denied by the
 Division, this conditional transfer will expire one year from the date the conditional transfer is
 approved.

Date: Jan. 21, 2005Date: Jan. 21, 2005

Park Hwa Sun
PARK, HWA SUN
 Accepting Employer: Print Name and Sign
 Title: SECRETARY

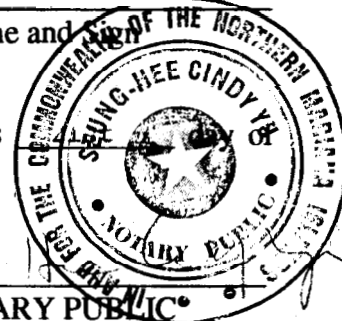
LI, ZHENGZHE
 Employee: Print Name and Sign

IN WITNESS WHEREOF, I hereunto set my hand and official seal this
JAN., 2005.

SEUNG-HEE CINDY YU
 NOTARY PUBLIC

Commonwealth of the Northern Mariana Islands
 My Commission expires 21, 2005

NOTARY PUBLIC



Approval Date

Director of Labor/Designee

00012

EMPLOYMENT CONTRACT

This employment contract is entered into by and between ASIA ENTERPRISES INCORPORATED
of P.O. Box 503448, SAIPAN, MP 96950
hereinafter referred to as the Employer, and LI. ZHENGZHE
#5-4, HONGKWANG-HYANG, Domoon-SI, JILIN-SUNG, CHINA, hereinafter referred to as the Employee

The Employer hereby employs the Employee and the Employee hereby accepts to be employed by the Employer to serve and perform the duties required of him/her in the job category provided below:

- A. **DUTIES AND RESPONSIBILITIES:** The parties hereto agree that the Employee shall be employed only in the job category of GENERAL SUPERVISOR and shall perform the following duties and responsibilities including training of resident workers:

Supervising employees performing duties, such as plans and prepares work schedules and assigns employees to specific duties. Ensures compliances of employees with established security, sales and record keeping procedutes and practices. May answer customers; complaints or inquires.

- B. **TERM:** The term of this Contract shall be for a period of ONE YEAR commencing upon the Employee's arrival in the Commonwealth of the Northern Mariana Islands ("CNMI") and ending on 12/24/06

- C. **WORK DAYS AND HOURS:** The Employee's work days and hours shall be MONDAY to SUNDAY, from FLEXIBLE hours, for a total of NLT 40 hours per week. (1 day off/week)

- D. **COMPENSATION:** In consideration of the services to be performed by the employee the Employer agrees to pay the Employee compensation in the amount of:

1. \$ 3.05 per hour and
2. \$ x 1.5 per hour for overtime compensation payable by check in bi-weekly intervals.

3. other compensation (bonuses, commissions, etc.); specify amount and method of calculation:

- E. **DEDUCTIONS:** CNMI taxes and Social Security, if applicable, shall be withheld from the employee's salary each pay period. No other deductions from the Employee's compensation shall be made by the Employer unless specified herein and approved by the Director of Labor or his authorized designee. Other deductions (set forth amount and purpose of deduction):

- F. **PRINCIPAL PLACE OF WORK:** The Employee's principal place of employment shall be on SAIPAN, CNMI. However, the employee may be required to perform his/her duties at the other senatorial districts within the CNMI depending on the nature of the Employer's business and upon the Employer's compliance with applicable labor policies and/or regulations.

- G. **TRANSPORTATION:** The Employer shall be responsible for the payment of the Employee's return airplane ticket to his/her point of hire at the expiration or termination of the Employment Contract, regardless of the nature of the termination.

- H. **INSURANCE/MEDICAL EXPENSES:** The Employer shall be responsible and liable for the medical insurance or payment of all medical expenses of the Employee, including the cost of referral and evacuation of medical treatment outside of the CNMI and. In the event of Employee's death, the cost of embalming and transportation of the Employee's corpse back to his point of origin.

- I. **NOTIFICATION OF NEXT-OF-KIN:** In the case of an emergency involving serious illness, accident or death of the Employee, the Employer shall immediately notify the Employee's next-of-kin whose name and address are as follows:

JOO, CHUN-SAN

Same as above

00005

J. BOARD, LODGING AND OTHERS:

The Employer shall ensure that the following facilities are provided:

1. ☐ Employer-provided housing at a charge of \$_____ per month.
- ☐ Employer-provided housing free of charge.
- ☒ Employee self-arranged housing.
(Attach statement or rental agreement.)
2. ☐ _____ (number meals per day at a charge of \$_____ per month.
3. ☒ Employee to provide own food.
4. ☐ Free transportation to and from job site at employer designated pick-up points.
5. ☒ Employee to provide transportation to and from job site.
6. ☐ Allowance:
7. ☐ Others:

K. OTHER PROVISIONS: The following additional provisions apply to this Contract:
(Set forth or attach any work rules, living accommodation rules and standards for Employee conduct. Every page of every attachment must be signed by Employee and Employer.)

L. TERMINATION: This Contract may only be terminated for cause by either party by giving the other party 15 days advance written notice and only after an unsuccessful good faith attempt to settle any dispute has been made with the Director of Labor or his designee.

1. In the event of termination for cause, the Employer shall pay the Employee's wages or salary for work or services performed or for work not performed when an employer refuses to allow the employee to continue working through the effective date of termination and shall purchase a one-way ticket for the return of the Employee to his/her point of hire.
2. Termination for cause may include any of the following:
 - a. 3 unauthorized absences and/or 3 unauthorized tardiness to work by the Employee;
 - b. Neglect, careless performance, non-performance or non-completion of assigned work by the Employee;
 - c. Conviction in the CNMI of any felony or two or more misdemeanors;
 - d. Abandoning of job or assigned duty by the employee;
 - e. Incompetence or misrepresentation of the qualifications, skills, physical or mental fitness to satisfactorily perform the duties for which the Employee was hired;
 - f. Extreme cruelty or abuse, physical or otherwise;
 - g. Unreasonable delays in the payment of the employee's wages or salary;
 - h. A breach of any provision of this Contract and not corrected within ten (10) days;
 - i. Cessation of business activities or bankruptcy;
 - j. Others (specify);

M. SETTLEMENT OF DISPUTE:

Grievance and Good Faith Settlement

00006

All grievances or disputes under this employment contract shall be subject to the following grievance procedure:

1. The employee shall communicate to his/her supervisor, or if there is no supervisor, then directly to the employer, any and all grievances or disputes he/she may have regarding his/her employment;

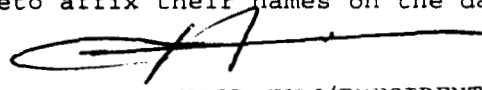
2. If the supervisor is unable to resolve the matter immediately, the grievance or dispute shall be reduced to writing by the supervisor which shall state the section of the contract, law, or rules and regulations to have been violated. Management shall have five working days to resolve the grievance, dispute or state in writing his/her reasons why there is no violation.
3. If the grievance or dispute is not resolve in step 1 or 2 above, the employee may file a compliant with the Director of Labor or his designee.

The employee and employer shall maintain the employment relationship during the pendency of any grievance or dispute unless the Director of Labor, his authorized designee, or a hearing officer grant a temporary work authorization.

- N. **REMITTANCE/OTHER OBLIGATIONS:** The Employee shall be responsible for remitting any money to his/her family and payment of any taxes as required by his/her government in his/her country of origin.
- O. **ENTIRE AGREEMENT:** The foregoing terms and conditions constitute the sole, entire agreement of the parties herein and shall supersede any other agreement, either written, verbal, or otherwise.

IN WITNESS WHEREOF, the parties hereto affix their names on the date and space so specified.

DATE: JAN. 07, 2005


KIM, HANG KWON/PRESIDENT
 EMPLOYER
 (Print Name, Title and Sign)

DATE: JAN. 21, 2005

LI, ZHENGZHE
 EMPLOYEE
 (Print Name and Sign)

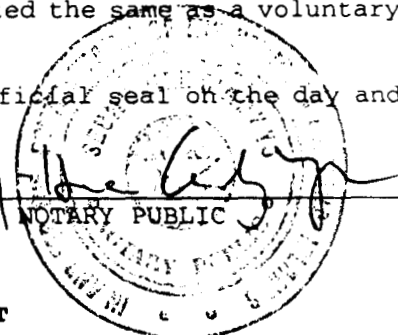
LI ZHENG ZHE

SAIPAN, COMMONWEALTH)
 OF THE NORTHERN MARIANA ISLANDS) ss: **ACKNOWLEDGEMENT**
)
)

On this 7th day of JAN., 2005, personally appeared before me
KIM, HANG KWON and XXXXXXXXXX, known
 to me to be the person(s) whose signature(s) is/are subscribed to the foregoing
 instrument and who acknowledged to me that he/she/they executed the same as a voluntary
 act for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and
 year first written above.

SEUNG-HEE CINDY YU
 NOTARY PUBLIC
 Commonwealth of the Northern Mariana Islands
 My Commission expires: Oct. 31, 2006

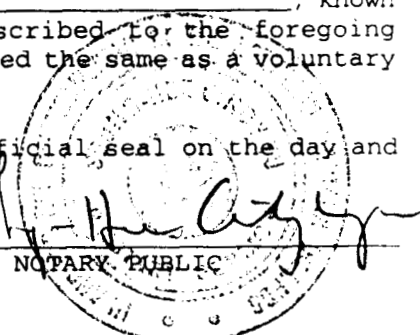


SAIPAN, COMMONWEALTH)
 OF THE NORTHERN MARIANA ISLANDS) ss: **ACKNOWLEDGEMENT**
)
)


On this 21st day of JAN., 2005, personally appeared before me
LI, ZHENGZHE and XX, known
 to me to be the person(s) whose signature(s) is/are subscribed to the foregoing
 instrument and who acknowledged to me that he/she/they executed the same as a voluntary
 act for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and
 year first written above.

SEUNG-HEE CINDY YU
 NOTARY PUBLIC
 Commonwealth of the Northern Mariana Islands
 My Commission expires: Oct. 31, 2006



DATE: 3/2/05

APPROVED BY: 
DIRECTOR OF LABOR

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